

AGREEMENT
BETWEEN
THE TOWNSHIP OF FRANKLIN
AND
AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL
EMPLOYEES (AFSCME)
LOCAL 2859

Effective: July 1, 2005

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WHITE COLLAR AGREEMENT

Township of Franklin, Employer

between:

American Federation of State, County, Municipal Employees (AFSCME) Local 2859

THIS AGREEMENT made and entered into as of this ____ day of **July, 2007** between the TOWNSHIP OF FRANKLIN, 475 DeMott Lane, Somerset, New Jersey, hereinafter referred to as the "EMPLOYER", and LOCAL 2859, American Federation of State, County, Municipal Employees (AFSCME), a labor organization with its principal place of business at Nottingham Village Square, 2653A, Whitehorse-Hamilton Square Road, Hamilton, NJ, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents a majority of the Clerical employees employed by the Township of Franklin, excluding blue-collar employees, confidential employees, managerial executives and supervisors within the meaning of the Act.

WHEREAS, the Township of Franklin by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all clerical employees, excluding blue collar employees, confidential employees, managerial executives and supervisors within the meaning of the Act.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

ARTICLE 1. RECOGNITION

Section 1. The Township of Franklin hereby recognizes the Union as the sole and exclusive bargaining agent for all clerical employees now employed or to be employed in the Township, excluding blue collar employees, confidential employees, managerial executives and supervisors of the Township of Franklin in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

Section 2. The Bargaining Unit shall consist of all clerical employees and including all other appropriate bargaining unit positions, excluding fire official, deputy director of fire prevention, 911 tele-communicators, managerial, confidential, and any other inappropriate positions under the Act.

Section 3. Wherever, used herein the term "Employees" shall mean and be construed only as referring to all employees covered by this Agreement.

ARTICLE 2. AGENCY SHOP PROVISION

REPRESENTATION FEE: If an employee does not become a member of LOCAL 2859, during any membership year from January 1, through December 31, which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to LOCAL 2859 for that membership year.

Prior to the beginning of each membership year, LOCAL 2859, will notify the employee in writing of the amount of the regular membership dues which LOCAL 2859 intends to charge to its members for the membership year. The Representation Fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

During each membership year covered in whole or in part of this Agreement, LOCAL 2859, American Federation of State, County, Municipal, Employees, will submit to the Employer a list of those employees who have not become members of LOCAL 2859 for the then current membership year. The Employer will deduct from the salaries of such employees the full amount of the Representation Fee and will promptly transmit the amount so deducted to LOCAL AFSCME Council 73.

The Employer will deduct the Representation Fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the membership year in question. The deductions will begin with the second paycheck paid after receipt of the aforesaid list by the Employer.

If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before LOCAL 2859 has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check to said employee during the membership year in question.

LOCAL 2859, American Federation of State, County, Municipal, Employees, will notify the Employer in writing of any change in the list provided to the Employer and will notify the Employer of any change in the amount of Representation Fee.

Section 1. Agency Shop Indemnification

LOCAL 2859, American Federation of State, County, Municipal, Employees, hereby agrees to indemnify, defend, and save harmless the Township of Franklin from any claim, suit or action, or judgments, including reasonable costs of defense which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as representation fee under the provisions of this Agreement.

Section 2. Union Business

Effective upon signing this Agreement, Union members to be designated by the Union shall be granted four (4) paid days per year providing these days coincide with their regularly scheduled work days, and four (4) unpaid days per year in the aggregate to attend Union conferences or conventions. It is further understood that these leave days are not cumulative on a year-to-year basis. The union shall request these days at least two (2) weeks in advance.

Section 3. People Deduction

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3. GRIEVANCE PROCEDURE

Section 1.

PURPOSE: The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept informal as may be appropriate.

Section 2.

DEFINITION: The term grievance as used herein shall be any controversy arising over the interpretation, application or alleged violation of the terms of the conditions of this agreement.

The term working days, shall include Monday-Friday, excluding Saturdays, Sundays and Holidays.

Section 3.

STEPS OF THE GRIEVANCE PROCEDURE:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless any step is waived by mutual consent. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

STEP ONE:

The grievance, within 10 working days, shall be taken up orally between the employee, a union representative if requested, and the immediate Supervisor. The immediate Supervisor shall within (5) working days thereafter give an oral or written answer on the grievance.

STEP TWO:

If no satisfactory settlement is reached during the first informal conference, then the aggrieved shall file a grievance, in writing, with the Department Director within ten (10) working days from the date of the grievance or ten (10) days from the employee's knowledge of the potential grievance. Failure by the aggrieved to act within the specified time shall be deemed to constitute and abandonment of the grievance. The Department Director shall render a written decision within ten (10) working days from receipt of the grievance.

STEP THREE:

The Union has ten (10) working days from receipt of the Step Two answer, to process the grievance to Step Three, otherwise it shall be deemed withdrawn. If the grievance is filed at Step Three, it must be filed in writing to the Township Manager, even if it filed with the Township Manager in Step Two. The Township Manager shall arrange an informal conference with the Personnel Officer. The Personnel Officer shall have ten (10) working days after the conference to submit a written decision to the Union.

If the determination given to the Union does not satisfactorily settle the grievance, the Union may request within five (5) working days a formal conference with the Township Manager. The Township Manager shall have ten (10) working days after the conference to submit a written decision to the Union.

The above time frames may be waived by mutual agreement and confirmed in writing.

STEP FOUR:

All grievances as aforesaid between the parties that have not been satisfactorily settled after following the procedures outlined above shall, at the written request of either party, made to the other within in ten (10) working days after receiving the answer in Step Three, be referred to arbitration. If such written notice is not given within ten (10) working days, the grievance will be deemed dropped. The demand written notice shall be filed with the Public Employment Relations Commission, PERC.

The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provision of this agreement. No dispute arising out of any question pertaining to the renewal of this agreement shall be subject to the Arbitration provision of the agreement.

- (a) The arbitrator shall be bound by provisions of this Agreement and by the applicable laws of the State of New Jersey and the United States. The arbitrator

shall not have the authority to add to any amendment or supplement thereto. In rendering his written award, the arbitrator shall indicate his findings of fact and reasons for the decision. The arbitrator's decisions shall be a final and binding upon the parties subject to applicable court proceedings.

- (b) Either party may direct the arbitrator to decide, as preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

Section 4.

Extensions in Time: Nothing shall prevent the parties from mutually agreeing to extend the contract time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 4. SENIORITY

Section 1.

- a) The Employer shall establish and maintain a seniority list of employees and names and dates of employment. Employment date shall be original date of hire on payroll.
- b) In the event of a temporary absence, shortage, or creation of a new clerical employee position as defined in Article 1 of this contract, the Employer shall give consideration in accordance with the following:
 - 1. Ability to perform duties of position.
 - 2. Possession of necessary technical skills and licenses.
 - 3. Length of service within the Township.
- c) This section shall in no way impede the Employer's ability to hire from outside the bargaining unit.
Vacancies shall be posted on the Township bulletin board

Section 2. Probationary Period

- a) The first ninety (90) days of employment for all new employees shall be considered a probationary period, with one (1) ninety (90) day extension upon notification by the employer in writing before the end of the probationary period.
- b) During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during this probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.
- c) Initiation fee and Union dues will be deducted upon completion of the employee's probationary period.

Section 3. Force Reduction

- (a) In the event of a layoff of a position or of the abolishment of a job classification, the displaced employee may bump into a position within the union for which they are qualified or may become qualified and are able to perform to entry level standard within the next six months. This position must be in the same level or lower as per the current salary ordinance. The displaced employee may only bump employees who are of lesser seniority. All employees displaced will maintain their seniority.
- (b) Any employee who is displaced as a result of a bump will follow the same procedure as the original displaced employee.
- (c) Notice of any impending lay-off shall be placed upon the bulletin board forty-five (45) days prior to the lay off.
- (d) In the event of a recall from lay-off, employees in the title being recalled will be called back in the inverse order of the lay-off, the last laid off shall be the first called back.
- (e) The name of any employee who is laid off shall appear on the recall eligibility list for a period of 12 months following the date of lay-off.
- (f) Any employee's seniority shall cease under the following conditions:
 - 1. Resignation or termination of employment for cause.
 - 2. Lay-off of more than 12 consecutive months.
- (g) Employees not covered under the terms of this collective bargaining agreement are not eligible to bump into a position covered by this agreement.

ARTICLE 5: HOURS OF WORK AND OVERTIME

Section 1. The normal workweek shall be from Monday to Friday, both inclusive, and shall comprise five (5) days of seven (7) hours each.

Section 2. Any work performed beyond forty (40) hours in any work week shall be considered overtime compensated for at one and one half (1½) times the regular hourly rate of pay.

Section 3. Any work performed on Saturday of the employee's normal work week shall be compensated for at one and one half (1½) times the regular hourly rate of pay and all work performed on Sunday of the employee's normal work week shall be considered overtime and compensated for at two (2x) times the regular hourly rate of pay.

Section 4. There is no guarantee of overtime. However, when overtime is required or available, it shall be distributed equally as practical among the employees that normally performs the work for which overtime is required, except that an employee shall not be removed from a job that said employee has been performing on that day in order to provide such equitable distribution of overtime.

Overtime assignments shall be distributed on the basis of rotating seniority lists within a

work group. The work group is the group of employees who are qualified and normally perform the work for which overtime is required.

Overtime assignments shall be first offered to the most senior employee from the list. The overtime shall be then offered in descending order of seniority. If no one accepts the overtime opportunity, then the least senior employee shall be required to perform overtime.

The next time overtime is offered; it shall be offered to the next senior employee on the rotating list immediately following the last employee who worked overtime

Section 5. Call Back In the event an employee is called back to work for unscheduled emergency after the conclusion of a normal work shift, the employee will be entitled to a minimum of two (2) hours pay at the rate of 1 ½ times or the applicable overtime rate of pay whichever is greater. This does not apply to employees on call, however all employees will be guaranteed a minimum of 2 hours for a call back to work

Section 6. Use of Seasonal and Temporary Employees
Except in case of emergency or in the event of the performance of an assigned job, no seasonal or temporary part-time employee shall perform in excess of thirty-five (35) hours per week the duties of employees in the bargaining unit.

Section 7. Absence of Supervisor

1. The Township created the position of Deputy or Assistant for the specific purpose of guaranteeing sufficient departmental depth so as to ensure smoothness of operation during periods in which the Department Head is absent.
2. The Township reserves the right to determine if an Assistant or Deputy is to receive "acting pay" in the absence of the Department Head. This "acting pay" will not take effect due to absence relating to vacation, holidays, sickness, etc. "Acting pay" will only be awarded in those cases where it is determined that a prolonged vacancy will occur for the Department Head position due to termination, resignation, retirement or death. During such periods the Township Manager may approve "acting pay" for the affected employee.
3. When an Assistant or a Deputy is acting as a Department Head, he/she will be charged with all the responsibilities and duties related to the Department Head's position.
4. Compensation for "Acting Department Heads" will be based on the Salary & Wage Ordinance at the entry-level position. Said wage adjustment shall be effective as of the date indicated via memorandum signed by the Township Manager assigning the "Acting Department Head" title to the Employee so notified.

Section 8. Out of Title Work

Any employee assigned to and working in an out of title capacity in a job level higher than their own, shall be paid at least entry level of the higher job classification or 10% higher than their own rate of pay, whichever is greater, subject to the following:

Except in cases of emergency, no employee may work out of title until approval is obtained at one of the following levels:

1. Department Head
2. Immediate Supervisor
3. Asst. Township Manager
4. Township Manager

Approval must be obtained prior to employee performing said work.

An employee who receives out of title pay, for a consecutive 6 month period, will have a review of their job description with their immediate supervisor.

Section 9. Compensatory Time

It is agreed that members of the bargaining unit, upon prior approval of their Department Head, shall have the option of accruing and utilizing compensatory time as follows:

1. Maximum accrual of compensatory time to be Two Hundred Forty (240) hours.
2. Compensatory time has been defined as: time in lieu of paid overtime, which employees may accrue in excess of the normal workday to use as time-off.
3. Compensatory time may not be accrued by skipping a paid break or lunch period, unless an employee is requested by a supervisor to skip a lunch period.
4. An employee shall be permitted to use compensatory time within a reasonable period after making the request if the use of such time does not unduly disrupt operations of the Township.
5. Employees who terminate, either through retirement or resignation shall be paid hour for hour for any remaining approved compensation time remaining on the books.

Section 10. Break Time

Employees shall be granted no more than 1 (one) fifteen (15) minute break in the morning, 9-11am, and no more than 1 (one) fifteen (15) minute break in the afternoon 2-3pm, without loss of pay. Break time is non-cumulative

ARTICLE 6. HOLIDAYS

Section 1. The Employer guarantees to all Employees within the bargaining unit the following holidays with full pay for seven hours at the Employee's regular straight time rate of pay, though no work is performed on such days.

New Year's Day	Election Day -Nov.- General
Martin L. King's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	1/2 Day Christmas Eve
Independence Day	(afternoon)
Labor Day	Christmas Day

Section 2.

- a) Employees who work on any of the above holidays shall be paid work at the rate of two (2) times the Employee's regular rate of pay. Employees will also receive holiday pay at one (1) time their regular rate.

To be eligible for holiday pay, said Employee must work the scheduled workday before and the scheduled workday after the holiday unless the day is an excused day with pay.

- b) A holiday is defined as the twenty-four (24) hour period beginning with 12:01 a.m. and ending 11:59 p.m.

Section 3. If a holiday falls on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the day preceding or the day following such holiday.

ARTICLE 7. PERSONAL DAY

Section 1. Employees will be provided with 3 personal days per year. These are not cumulative and must be used within the calendar year. Effective July 1, 2007, employees will be given 1 personal day, for a total of 2 personal days for the calendar year January 1, 2007 – December 31, 2007.

To use a Personal Day, the employee must call and talk with their supervisor before the start of work and state that they are taking a personal day. No documentation will be required. If Employee wishes to carry over to the next year, a letter must be written to the

Township Manager for approval by December 1st each year of the contract.

Personal days can be used in half (½) day segments.

ARTICLE 8. VACATIONS

Section 1. The Employer agrees to grant all Employees within the bargaining unit vacations with pay in accordance with the following schedules in each year of this Agreement.

If an Employee is hired and works six (6) months, he shall be entitled to five (5) vacation days and if he works another six (6) months, he shall be entitled to another five (5) vacation days. If an Employee does not use the five (5) vacation days upon completion of the first six (6) months of employment, then he shall be entitled to ten (10) vacation days upon completion of the second six (6) months worked.

When requesting a vacation, the supervisor must approve or disapprove a request in writing within one week. If the supervisor does not respond to the employee within one week in writing, the employee must forward the request to Assistant Township Manager for approval. The Assistant Twp. Manager will have 10 days to respond.

Section 2. The vacation accrual shall be sent to each department and the union president in January of each year. The report shall show how many days are left over from the previous year and show amount of days front loaded as of January of each Year. This report shall also show a grand total of how many days the Union member has at that time.

Once that report is submitted to each department all union members will be responsible to keep track of their own time.

It will be the union members responsibility to advise their supervisor should there be any discrepancies regarding their time.

Length of Service

Vacation

Beginning 2 - 5 years	12 days per year
Beginning 6 - 10 years	15 days per year
Beginning 11 - 15 years	20 days per year
Beginning 16 - 20 years	25 days per year
Beginning 21 years or over	30 days per year

Section 3. Vacations may be taken anytime between January 1st and December 31st.

Half (½) days are permissible.

Section 4. Any Employee may accrue up to two (2) years vacation time.

Section 5. Vacations may be scheduled in accordance with Employee's discretion; however, said schedule shall not conflict with the best interests of the division or department.

Section 6. In preparing final vacation schedules, selection of vacation in conflict shall
be based on Department seniority.

Section 7. Vacation time will be credited and may be used by the employee as of January 1 of the year in which it will be earned..

Section 8. Any employee who leaves the employment of the Township for any reason,
and who has taken vacation before it has been earned, shall reimburse, in full, the Township the cash value of the amounts paid to him/her for all unearned vacation.

ARTICLE 9. LEAVES

Section 1. Leaves of Absence Without Pay

By making application thirty (30) calendar days prior to the effective date, Employees may apply to the Township Manager for a leave of absence without pay. Employees may be granted up to ninety (90) days approved absence without loss of adjustment to seniority rights.

The Township shall maintain contributions to health, welfare, disability income protection and pension benefits (PERS) for the first ten (10) days of leave of absence without pay if said employee has not been granted a similar leave of absence within a three (3) year period of the current request. The Employee shall deposit with the Township funds to cover the above costs from the eleventh (11) day to the end of said leave of absence without pay (not to exceed ninety (90) days).

If an employee has been granted a leave of absence without pay within a three (3) year period of a current request, said Employee shall deposit with the Township funds to cover continuation of the cost of all Employer contributions to health, welfare, disability income protection and pension benefits, to include the Public Employees Retirement System, for any period of leave of absence without pay if it is desired to continue benefits through the leave of absence without pay period.

(a) After thirty (30) days absence in a no-pay status, the employee will no longer accrue on a pro-rata basis, sick leave, vacation or seniority. Further, the employee's anniversary date will be adjusted forward to reflect the number of days missed during said

leave.

(b) On exhaustion of sick leave benefits, the Employee shall automatically be placed on leave of absence without pay. (If there is no coverage under the temporary disability insurance program). The Employee shall furnish the Township Personnel Director with a medical statement as to disability, at least every thirty (30) calendar days. As a standard rule regarding physical disability, disability without compensation shall not exceed ninety (90) days. The Township may cause the Employee to establish their continuing disability at any time through medical examination by a Township appointed physician.

(c) On temporary disability, for those who apply and are qualified, the terms of the contract for payment of temporary disability insurance, such periods of payment are automatically considered as leave without pay subject to the following:

1. Those full time Employees in a no-pay status with less than two (2) years of Township service shall be entitled to full benefits for the first thirty (30) calendar days of a temporary- disability-insurance-covered leave.

2. Those full time Employees in a no-pay status with two (2) years or more of Township service shall be entitled to full benefits for the first one hundred eighty (180) calendar days of temporary-disability-insurance-covered leave.

3. On the 31st or 181st calendar day, respectively, of a temporary disability leave in a no-pay status, the Employee shall be responsible for the Township share as well as the Employee share for those benefits to which the Township contributes in part or wholly.

4. On termination of benefits, the Employee is expected to return to work. Continued absence shall be considered to be a defacto resignation.

Section 2. Paid Sick Leave

- A. A full-time employee will be given one (1) day of paid sick leave per month, for a total of (twelve) 12 per year. To obtain payment for sick leave either before or after a holiday or vacation, the sickness must be substantiated by a doctor's certificate.
- B. (7 Hours = 1 Day) of paid sick leave per month shall be authorized to full time Employees upon completion of a probationary period and same shall be cumulative from year to year. When necessary, quarter (1/4) day sick leave may be taken. To obtain payment for sick leave next preceding or next following a holiday or vacation, sickness must be substantiated by a doctor's certificate.
- C. Should an Employee become sick into the workday, said Employee shall be allowed to take sick leave. A minimum of a 1/4 of a day will be charged.

D. Eligibility

1. Personal illnesses or physical incapacity resulting from causes beyond the employee's control.
2. The illness of a member of the Employee's household that requires the Employee's personal care and attention-
3. Absence from duty because of non-work related accident or illness (unless said Employee is on disability) or off-duty exposure to contagious disease which requires isolation.
4. Enforced quarantine of the Employee in accordance with community health regulations.

Whenever deemed necessary, an Employee using sick leave may be required to present medical verification of the cause for use of such sick leave.

E. Verification

The Township Manager may require proof of illness of an Employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

1. The nature of the illness.
2. The telephone number where the Employee may be contacted during sick leave.
3. Failure to notify the Department Head or supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An Employee who is absent and fails to notify the Department Head or supervisor could be subject to dismissal.

F. Miscellaneous

1. In charging an Employee with sick leave, the smallest unit to be considered is a quarter (1/4) of a workday.
2. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
3. Any Employee who calls in sick and engages in outside employment during his/her normal Township working hours shall be subject to discipline.

4. The supervisor may telephone the Employee who has reported on sick leave at his/her place of confinement during the scheduled work day(s). In the event the Employer encounters an answering machine, the Employee shall have 30 minutes to respond to the Employer's telephone call. Failure to comply with this requirement may subject the Employee to disciplinary charges. It is agreed that the Employee does not waive his/her right to appeal discipline resulting from this section.
5. Each employee will be credited with annual sick days as of January 1 each year to be used during the calendar year, provided that in the event an employee leaves during the year and he/she has taken more than his/her pro rata share of sick leave, any excess sick leave will be deducted from the final paycheck.

Section 3. Bereavement Leave Pay

- A. Members of the Bargaining Unit shall be entitled to up to five (5) days off with pay at the straight time rate in the event of the death of a member's spouse, child/step-child, parent/step-parent.
- B. In the event of the death of a member's parent-in-law, grandparent, sister, or brother, the employee shall be entitled to up to three (3) days off with pay at the straight time rate.
- C. In the event of the death of a member's grandchild, sister-in-law, or brother-in-law, the employee shall be entitled to one (1) day off with pay at the straight time rate.
- D. In the event of the death of anyone not listed above, but someone who regularly lives with a bargaining unit member, that member shall be entitled to three (3) days off with pay at the straight time rate.

Section 4. Jury Duty

An Employee who is called for jury duty shall be granted leave to serve on jury duty without loss of pay, upon presentation of proper evidence of jury service. However, the employee shall be required to give prior notice to the Employer of his call for jury duty and shall be required to report to work if dismissed from jury duty on any day prior to 12 o'clock noon.

Section 5. Sick Leave Incentive Program

Effective 1/1/04 An employee using seven (7) or less sick days in the calendar year shall be compensated for the unused days at the rate of twenty-five (\$25) dollars per day.

An employee using (3) or less sick days, the employee shall receive thirty- five (\$35) dollars per day. Must be employed as of January 1st.

Unused sick days will continue to accumulate.

Section 6. Sick Buy Back

60% buyback of maximum of 12 days per year. Sick days used during year will be subtracted from 12 to determine number of eligible days. Buyback can be taken as cash, deposited into deferred compensation plan or flexible spending account. Must be employed as of January 1st.

Section 7. Donated Sick Leave Program

An Employee covered by this Agreement shall be eligible to receive sick or vacation leave if the employee:

Has completed at least one year of service;

1. If suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work by the employee, or is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health or condition.
2. Has exhausted all accrued sick, vacation and administrative leave and all compensation time off.
3. The employee or their supervisor may request that the employee be approved for participation as a leave recipient or leave donor.
4. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the employer medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from serious health condition or injury.
5. When the employer has approved an employee as a leave recipient, the employer shall, with the employee's consent, post or circulate the employees name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all union members.
6. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.
7. A leave recipient must receive at least five (5) sick days or vacation days or a combination thereof from one (1) or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days, and may not donate more than ten (10) such days to any one recipient.

8. A leave recipient shall receive no more than thirty (30) sick days.

9. A leave donor shall have remaining at least twenty (20) days of accrued sick leave if donating sick leave.

A leave donor shall not revoke the leave donation.

While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.

ARTICLE 10. VETERANS RIGHTS AND BENEFITS

SEE STATE STATUTE.

ARTICLE 11. HEALTH BENEFITS

If during the term of this contract the Township makes other health plans or changes to the health plans listed below, available to other bargaining units, such plans will also be made available to the employees covered by this collective bargaining agreement.

After consultation with the Union, the Township may change the vendor for any of the plan listed below as long as the aggregate of services and out-of-pocket costs to the employees are equivalent or better for the employees.

Effective July 1, 2003

MEDICAL

HMO: HMO Blue
PPO: Horizon Blue Select
POS: Health Net Charter POS with \$5 co-pay

PRESCRIPTION: Benecard
DENTAL: Blue Cross/Blue Shield, CIGNA HMO
OPTICAL: \$150 reimbursement per employee family per annum
DISABILITY: UNUM

Effective July 1, 2006

MEDICAL PPO Plan 1 or 2
PRESCRIPTION: Benecard or equivalent
DENTAL: Blue Cross/Blue Shield, CIGNA HMO or equivalent
OPTICAL: \$150 reimbursement per employee family per annum
DISABILITY: The Standard

Effective July 1, 2007

OPTICAL: \$150 reimbursement will cease.

Effective July 1, 2008

MEDICAL: Horizon BCBS of NJ Traditional – NJ State Defector Plan
Horizon BCBS of NJ Direct Access Plan – NJ State Defector Plan

DENTAL: Dental Option Plan

Deductible	\$50 Single/\$150 Family
Preventative	100%
Basic	70%
Major	50%
Calendar Year Max	\$1,200
Orthodontia	50% up to \$1,500

PRESCRIPTION: Non-formulary, \$0 co-pay for generic, \$4 co-pay for brand name.

DISABILITY: Township pays 50% and all employees pay 50%.

Payments

Township pays 100% of Direct Access Plan for employee and eligible dependents. Those employees who enroll in the Traditional Plan will be responsible for the difference between cost of coverage that they choose (single, family, parent/child, 2 adult) under the Traditional Plan and the Direct Access Plan. Monthly premiums will be deducted from paycheck.

Section 1.

The Township has established a plan under Section 125 of the Internal Revenue Code to provide a tax-free stipend under the Township ordinance to those employees who have medical coverage elsewhere and who elect not to enroll in the Township's medical, dental, or prescription plans. Under the Section 125 plan, the employee shall receive 40% of the amount the Township would have paid for enrolling the employee in the plan or plans.

Effective July 1, 2000, the Township will expand its Section 125 plan to allow employees to establish flexible spending accounts to which they may contribute to pay for health and other expenses as allowed under the Internal Revenue Code. Up to the amounts allowed annually under the Internal Revenue Code, employees may pay into these flexible spending accounts from their salary or wages or additionally from their stipend under sub-section A of this section. Additionally, effective July 1, 2000, under the section 125 plan any employee who elects a less expensive medical plan than the one for which they are eligible may receive 40% of the Township's premium savings. This 40% may be placed in a flexible spending account to pay for other allowable benefits or may be paid out as provided under the Internal Revenue Code.

Section 2.

In the event a retired employee dies leaving eligible dependents, the eligible dependents may opt to continue coverage previously received, provided that the dependent was covered prior to the death of the retiree and is not otherwise eligible for medical benefits from his/her employers.

Employees retiring in the New Jersey pension system under service retirement, early retirement or veteran retirement and who have twenty years of service (20) with the Township and their dependents shall, at the employee's option, receive the medical, prescription and dental benefits for which they are eligible under this agreement.

When retiring with continuous service with the town, the following scale shall reflect payments for health benefits.

15 years- township pays 75% of PPO Premium
16 years – township pays 80% of PPO Premium
17 years – township pays 85% of PPO Premium
18 years – township pays 90% of PPO Premium
19 years – township pays 95% of PPO Premium
20 years – township pays 100% of PPO Premium

When retiring with continuous service with the town, the following scale shall reflect payments for health benefits **effective 7/1/08:**

15 years – Twp. Pays 75% of Horizon BCBS of NJ Direct Access Plan – NJ State Defector Plan

16 years - Twp. pays 80% of Horizon BCBS of NJ Direct Access Plan – NJ State Defector Plan

17 years – Township pays 85% of Horizon BCBS of NJ Direct Access Plan – NJ State Defector Plan

18 years – township pays 90% of Horizon BCBS of NJ Direct Access Plan – NJ State Defector Plan

19 years – township pays 95% of Horizon BCBS of NJ Direct Access Plan – NJ State Defector Plan

20 years – township pays 100% of Horizon BCBS of NJ Direct Access Plan – NJ State Defector Plan

If an employee chooses the Horizon BCBS of NJ Traditional – NJ State Defector Plan they will be responsible for the difference between cost of coverage that they choose (single, family, parent/child, 2 adult) under the Traditional Plan and the Direct Access Plan

ARTICLE 12. GENERAL

Section 1. It is agreed that the parties hereto will continue their practice of not discriminating against any Employee because of race, color, creed, religion, nationality, sex, and further, that no Employee shall be discriminated against or interfered with because of legal Union activities.

Section 2. No Employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

Section 4. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all Employees, nor to interfere with any currently reserved managerial prerogative.

Section 5. The Township of Franklin reserves all rights and responsibilities granted to it by law including, but not limited to, the right to hire, fire, train, discipline and/or direct the work force, except as limited by this agreement.

ARTICLE 13. SALARIES, WAGES, LONGEVITY

Section 1. The salaries of all employees covered by this collective bargaining shall receive the following increases

Annual increase based on annual CPI of previous year. Cost of Living to be determined from US Department of Labor Statistics for the Consumer Price Index for Urban Wage Earners in the New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area.

7/1/05	3%
7/1/06	3%
7/1/07	3.8% (as based on annual CPI for 2006)
7/1/08	CPI (as based on annual CPI for 2007)
7/1/09	CPI (as based on annual CPI for 2008)

Section 2. Longevity

Effective 7/1/07 longevity payments will cease.

Effective 7/1/07 employees will be brought up to the next longevity level provided that :

1. They were hired prior to 1/1/07
2. They have not received a longevity increase between 1/1/07 and 6/30/07.
3. The longevity payment will be added to base salary effective 7/1/07 before the annual increase is calculated.

Section 3. Stand By Pay

Any Union Member, that must carry a cell phone or pager for any stand by shift, shall be compensated at \$200.00 per week. While on standby, if a holiday falls within the shift, said employee shall receive an additional \$25 over and above the \$200.00 flat rate. A schedule for standby will be maintained by each department.

Any Union Member on standby that is called in for an emergency, shall respond via phone within 10 minutes, and respond to the incident within sixty (60) minutes.

Any Union member that gets called back into work after normal working hours shall refer to Article 5, Section 5 of this contract.

ARTICLE 14. SEPARATION AND SEVERANCE PAY

Section 1. Separation from the service of the Employer may result from voluntary resignation of the Employee.

Section 2. Employees who resign will tender their resignation in writing, at least two (2) weeks prior to the effective date of the resignation. Employees separated in good

standing who have no more than two (2) years permissible vacation leave to their credit at the time of separation shall be paid the salary equivalent to accrued vacation leave.

Section 3. Upon retirement or death after ten (10) years of service, the employee or his/her spouse/domestic/estate partner will receive payment for any unused accumulated sick leave computed on the basis of final wages, in an amount not to exceed \$ 16,500. For the purpose of this Section, retirement date shall be the date established by the Public Employees Retirement System.

Employees who retire by 12/31/08 will be eligible to be paid for a maximum of 110 sick days computed on the basis of final wages.

ARTICLE 15. FULLY BARGAINED PROVISIONS

A. The Township and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no practices shall be binding on the Township or the Union during the term of the Agreement unless agreed to in writing between the Township and the Union subsequent to the date of execution of this Agreement.

B. It is the intent of the parties that the provisions of this agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted.

C. This Agreement shall not be modified in part by the parties except by an instrument in writing executed by both parties.

ARTICLE 16. JOB VACANCIES

Section 1. All job openings will be posted for three (3) working days prior to public advertisement. The Employer agrees to post a notice of each new job or vacancy on the bulletin board and distribute to Union President. The above notice shall remain on the bulletin board until the application deadline. Such notice shall contain a description of the job, the rate of pay and the start date. Interested employees must submit resume and cover letter. All employees are eligible to bid on any opening.

Section 2. All persons who are formally interviewed, after their written application, will be notified before the new employee starts in the job opening. The Employer will endeavor to give written or telephone notice to all applicants who are interviewed.

Section 3. If a current employee applies for an open position which is represented by the Union, and meets the minimum qualifications and can perform the

essential duties, as listed in the job announcement, said employee shall be given preference over outside applicants.

It would further be understood, that the employee will be on probation for 90 days. If employee is discharged or chooses to resign from new position, there is no guarantee that the job they left will be available to them.

ARTICLE 17. MAINTENANCE OF WORK OPERATIONS

Section 1. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any Employee from his position or stoppage of work, or absence in whole part or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer.

Section 2. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any Employee or group of Employees of the Employer and that Union will publicly disavow each action and order all such activities to cease and desist from same immediately to and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

Section 3. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE 18. MANAGEMENT RIGHTS

Section 1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States.

A. The executive management and administrative control of its municipality, its properties and facilities, and activities of its Employees, personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.

B. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and or the effective

operation of the Department after advance notice to the Employees. No rule or regulation shall be implemented before discussing same with the Union. The Union has ten (10) business days to object to the regulation. If the Union does not object within this time frame, the rule or regulation shall be deemed acceptable and its reasonableness shall not be subject to the grievance procedure. The township shall negotiate any item determined to be negotiable by the laws of the State of New Jersey.

C. To set rates of pay for temporary or seasonal employees.

D. To suspend, demote or take any other appropriate disciplinary actions against Employees for good and just cause according to law.

E. Nothing contained herein shall prohibit the Employer from contracting out any work.

F. Subject to Article (4) Section (3) Force Reduction; to lay off Employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

G. The Employer reserves the right as to all other conditions of employment not reserved to make such changes, as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

Section 2. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the laws and Constitutions of the State of New Jersey and of the United States.

Section 3. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S.40A:1-1 et seq., or any national, state, county or local laws or regulations.

ARTICLE 19. DISCIPLINARY ACTION

DISCIPLINE POLICY

TYPES. Disciplinary action or measures shall be for just cause and shall only include the following: oral reprimand, written reprimand, suspension and discharge.

ORAL REPRIMAND – Oral statement administered by Supervisor to an employee.

WRITTEN REPRIMAND – A formal statement delivered in writing by a Supervisor to

an employee.

MINOR DISCIPLINE -Includes oral reprimand, written reprimand and suspensions of five (5) days or less.

Minor discipline cannot go past Step Three in the Appeals process and cannot be taken to arbitration.

MAJOR DISCIPLINE includes suspensions of six (6) days or more and termination.

SUSPENSION – The temporary separation of an employee from employment for a defined period of time with or without pay (at the discretion of the Township Manager).

REMOVAL – The permanent separation of an employee from employment for cause.

OCCASIONS FOR DISCIPLINARY ACTION. Some of the infractions may include, but are not limited to:

1. Neglect of duty.
2. Sleeping while on duty.
3. Insubordination or serious breach of discipline.
4. Intoxication while on duty/drinking or substance abuse during work hours.
5. Chronic or excessive absenteeism/tardiness.
6. Neglect of, or willful damage to Public Property or waste of Public Supplies.
7. The use or attempted use of one's authority or official influence to control or modify the political action of any person in the service or engagement in any form of political activities during working hours.
8. Conduct unbecoming as an employee of the Township.
9. Commission of a Criminal Act.
10. Violation of the Drug and Alcohol Policy adopted by the Township. In which case, disciplinary actions will conform to the policy guideline.

1. **PROCEDURE**

Should the Supervisor consider the offense sufficiently serious to warrant formal action,

the employee should be so advised, and a meeting arranged at the earliest possible date. All facts should be presented at this meeting which should, if possible, be conclusive. A written report of the meeting, and of the action taken should be placed in the employee's personnel folder.

Any disciplinary action taken by management against an employee must be initiated within 10 (ten) working days the alleged violation or 10 (ten) working days that management discovers the violation.

In the case of a regular suspension, it must commence within ninety (90) work days following the violation.

In the event of a serious breach of discipline, an employee may be suspended or discharged immediately.

An employee is subject to immediate termination in egregious circumstances.

2. TERMINATION FOR CAUSE

- a. Meeting and report, per Procedure, result in recommendation to terminate.
- b. The Township Manager will meet with the Personnel officer to discuss the recommendation.
- c. The Township Manager will send a copy of his decision to the employee, the Union, and to the Supervisor, if other than employee.
- d. Conference with Union and Township Manager, if Union requests.
- e. Township Manager sends formal notice of separation.

3. APPEAL PROCESS

This appeal process governs all disciplinary action. Disciplinary actions are not governed by Article 3. Only instances of major discipline can go to arbitration. The following constitutes the sole and exclusive method for resolving appeals of major disciplinary actions between the parties covered by this agreement, and shall be followed in its entirety unless any step is waived by mutual consent. Failure at any step of this procedure to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

STEP ONE:

The appeal, within 10 working days, shall be taken up orally between the employee, a union representative if requested, and the immediate Supervisor. The immediate Supervisor shall within (5) working days thereafter give an oral or written answer on the

appeal.

STEP TWO:

If no satisfactory settlement is reached during the first informal conference, then the employee shall file an appeal, in writing, with the Department Director within ten (10) working days from the date major discipline or ten (10) days from the employee's knowledge of the major discipline. Failure by the employee to act within the specified time shall be deemed to constitute abandonment of the appeal. The Department Director shall render a written decision within ten (10) working days from receipt of the appeal.

STEP THREE:

The Union has ten (10) working days from receipt of the Step Two answer, to process the appeal to Step Three, otherwise it shall be deemed withdrawn. If the appeal is filed at Step Three, it must be filed in writing to the Township Manager, even if it is filed with the Township Manager in Step Two. The Township Manager shall arrange an informal conference with the Personnel Officer. The Personnel Officer shall have five (5) working days after the conference to submit a written decision to the Union.

If the determination given to the Union does not satisfactorily settle the appeal, the Union may request within ten (10) working days a formal conference with the Township Manager. The Township Manager shall have ten (10) working days after the conference to submit a written decision to the Union.

The above time frames may be waived by mutual agreement and confirmed in writing.

STEP FOUR:

All major discipline as defined above between the parties that have not been satisfactorily settled after following the procedures outlined above shall, at the written request of either party, made to the other within ten (10) working days after receiving notice of suspension or notice of separation, can be referred to arbitration. If such written notice is not given within ten (10) working days, the appeal will be deemed dropped. The demand written notice shall be filed with the Public Employment Relations Commission, PERC.

The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provision of this agreement. No dispute arising out of any question pertaining to the renewal of this agreement shall be subject to the Arbitration provision of the agreement.

- (a) The arbitrator shall be bound by provisions of this Agreement and by the applicable laws of the State of New Jersey and the United States. The arbitrator shall not have the authority to add to any amendment or supplement thereto. In rendering his written award, the arbitrator shall indicate his findings of fact and reasons for the decision. The arbitrator's decisions shall be final and binding

upon the parties subject to applicable court proceedings.

- (b) Either party may direct the arbitrator to decide, as preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

ARTICLE 20: TRAINING

Training shall be considered in two categories as listed below:

Mandatory Training

Optional Training

Mandatory training shall be defined as training necessary to retain one's job as mandated by a state agency or department head. The Township shall be responsible for tuition costs, required educational materials and travel. The Township will endeavor to arrange such training during the normal workday. In the event that said training cannot occur during normal working hours, the Employee may either accrue compensatory time or receive overtime in accordance with this contract.

All other training shall be considered optional training. Such training courses must be taken on an Employee's own time without reimbursement for same. The Employee may petition his/her department head for tuition reimbursement if the following criteria are met:

- a. The course must be pre approved by the Department Head and Director of Personnel.
- b. The course work must be directly related to the Employee's position in the Township.
- c. The above is contingent on funds being properly provided in the appropriate budget.

Reimbursement for pre approved courses shall occur as follows:

Fifty percent (50%) reimbursement shall be made to Employees after proof of enrollment and fifty percent (50%) after proof of a successful completion of such approved course.

In the event that an Employee fails or drops out of a pre-approved course, said Employee shall be responsible for reimbursing the Township.

If the Employee leaves within two (2) years of receipt of any monies under this Addendum the Employee will reimburse the Township for all monies received. This provision will include all training except as mandated by the Township of Franklin.

ARTILCE 21: MOTOR VEHICLE POLICY

- A. Should an Employee's position necessitate motor vehicle travel, as a part of the Employee's job function, said employee shall be responsible for maintaining a valid driver's license. The Township shall provide a vehicle to employee as needed.
- B. In the event that the Employee's driving privileges are suspended or revoked, the Employee must notify his/her department head at once. Under no circumstances shall an Employee without a valid driver's license operate a motor vehicle in the performance of municipal service.
- C. In the event that an employee whose position necessitates motor vehicle travel as a part of the Employee's job function, loses his/her driving privileges, the Township shall reserve the right to terminate employment. Failure of said employee to notify the Township of said suspension or revocation shall be grounds for punitive action.
- D. In those cases where an Employee desires to use his/her personal vehicle, authorization must be obtained by a Supervisor. Additionally, said vehicle shall be fully registered, inspected and insured with an insurance carrier licensed to provide automobile insurance in the State of New Jersey. Evidence of the above shall be provided to the Department Head upon request.
- E. The Township will reimburse employee for mileage expenses when using personal car at the current IRS rates for required work related travel.

ARTICLE 22: PROTECTIVE EQUIPMENT REIMBURSEMENT

All field inspectors shall be reimbursed for jackets, boots or gloves damaged in the field. Maximum reimbursement shall be \$250 per calendar year. Receipts are required for all reimbursements and must be submitted by 12/31. Reimbursement is not retroactive and is effective upon signature of contract.

ARTICLE 23: PERSONNEL FILES

- A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall only be maintained in the Assistant Township Manager's office.
- B. Each employee shall have the right to inspect and review his or her own individual personnel file, upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to photocopy, define, explain, or object to in writing anything found in his/her personnel file, and this writing shall become

a part of the employee's personnel file. Such response must occur within ten (10) days of recovery in file or be waived.

- C. All personnel history files shall be carefully maintained and safeguarded.
- D. Employees shall receive a copy of each disciplinary document being placed in his or her personnel file within ten (10) days. The employee shall sign off and date any document given to him, and have the right to place a written rebuttal response to any and all disciplinary documents contained in the personnel file. All warnings and minor discipline over two (2) years old shall be deleted from the Township's personnel file provided there are no subsequent disciplinary actions of the same nature in the employee's file. It is further understood that all major disciplinary actions will remain in the employee's file.
- E. The files maintained by the Township Personnel Officer/ Assistant Township Manager are the official personnel files for all employees. No other official file or personnel record will be maintained. However, it is agreed that a Supervisor's reference file will be maintained for day-to-day reference. Supervisor's file may not be used in disciplinary procedures.

ARTICLE 24: MEAL EXPENSES

The Township shall provide a meal reimbursement up to \$25.00 per day to an employee on overnight travel at the direction of the Township. Submission of receipt required

ARTICLE 25: TUITION REIMBURSEMENT

1. An employee pursuing an Associate Degree, Bachelor's Degree or a Masters Degree in a field related to current job responsibilities shall be reimbursed not in excess of the current in state per credit cost at Rutgers University, New Brunswick campus upon successful completion of the course.
2. Successful completion shall mean the attainment of a "C" grade or better during a course of study in the aforementioned fields.
3. A prerequisite for reimbursement of other courses of study is that the Township Manager approves it before the employee shall be eligible for same.

ARTICLE 26: FLEXIBLE SAVINGS ACCOUNT

Effective July 1, 2007 employees will have \$150 deposited into a Flexible Savings Account. It is the employee's responsibility to enroll into program. (This replaces the Optical Reimbursement that was previously given to employees)

ARTICLE 27. DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 2005 shall remain in effect through and including June 30, 2010.

This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other give notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement, unless both parties agree mutually in writing.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals at the Township of Franklin, New Jersey on this day of ____, July, 2007

ATTEST:

TOWNSHIP OF FRANKLIN

ATTEST:

AFSCME LOCAL 2859
